



Contract of Enrolment

between
PEPPS SCHOOLS
And

THE PARENT/S or LEGAL GUARDIAN/S

The person/s whose details appear on the last page declare/s that he/she/they are the Parent/s or Legal Guardian/s of the Pupil/s named on the last page. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the Pupil to be successfully enrolled and retained at the School.

IMPORTANT NOTICE:

By signing or initialling this Contract, the Parent agrees to (a) the terms and conditions contained in this document, and (b) ensuring that the Parent and the Pupil comply with any terms and conditions contained in the Policies, which shall form part of this Contract. If there is any provision in this Contract that the Parent does not fully understand, the Parent is obliged to ask for an explanation before signing.

This Contract contains clauses which appear in similar text style to this notice and which:

- **may limit the risk or liability of the School or a third party; and/or**
- **may create risk or liability for the Parent; and/or**
- **may require the Parent to indemnify the School or a third party; and/or**
- **serve as an acknowledgement, by the Parent, of a fact.**

Attention is drawn to these clauses because they are important and should be carefully noted. The rights the Parent has in this Contract are in addition to, and do not affect, the statutory rights and remedies the Parent has under the Consumer Protection Act. In the event of conflict between this Contract and the Consumer Protection Act, statutory consumer protection rights shall prevail. Nothing in this Contract is intended to or must be understood to restrict, limit or avoid any rights or obligations created for the Parent or the School in terms of the Consumer Protection Act.

1. DEFINITIONS

In this Contract:

- 1.1 **"Additional Fees"** means those costs for the Additional Goods/Services and additional costs and levies required from time to time, and notified to the Parent in advance, to provide adequately for the education and related activities and services provided to the Pupil, including the costs of co-curricular activities, or special educational needs;
- 1.2 **"Additional Goods/Services"** means those goods or services that may be provided to or for the benefit of the Pupil from time to time, as determined by the School from time to time;
- 1.3 **"Board"** means the body of people authorised by the School's constitutional documents to jointly supervise, govern the School, including but not limited to the board of directors and trustees;
- 1.4 **"Contract"** means this document, including all its annexures as well as any Policies, as amended from time to time;
- 1.5 **"Consumer Protection Act"** means the Consumer Protection Act, No. 68 of 2008;

- 1.6 **"Enrolment Fee"** means the amount of money payable by the Parent/s to the School to cover all the administrative costs involved in registering a Pupil at the School and which may include an initial contribution to the development and capital costs of the School;
- 1.7 **"Fee"** means any amounts owing to the School for a Pupil's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to the Parent in advance and may include, but are not limited to, the:
- 1.7.1 Enrolment Fee;
 - 1.7.2 School Fees;
 - 1.7.3 Additional Fees;
- 1.8 **"Head of School"** means the person appointed by the Board to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.9 **"Income Tax Act"** means the Income Tax Act, No. 58 of 1962;
- 1.10 **"Pupil"** means the child (of any age) admitted by the School to be educated, whose details appear **on the last page**;
- 1.11 **"Pupil Intellectual Property"** means any and all intellectual property created, developed and/or generated by the Pupil, including, without limitation:
- 1.11.1 artworks, drawings, music and/or writing;
 - 1.11.2 all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof;
 - 1.11.3 all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto;
 - 1.11.4 all software, databases and data collections and all rights therein;
 - 1.11.5 all moral and economic rights of authors and inventors, however denominated;
- All rights arising out of or associated with any of the foregoing, including all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing; and all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;
- 1.12 **"Material Breach"** means a breach that is material in the context of the overall arrangements between the School, the Parent and the Pupil as set out in this Contract or Policies from time to time and, for the avoidance of doubt and without limitation, is considered to exist where the Parent or the Pupil (as applicable):
- 1.12.1 fail to uphold or contravene this Contract and/or the Policies, as introduced and amended from time to time;
 - 1.12.2 fail to pay any fees by their due date;
 - 1.12.3 fail to fulfil any legal requirements necessary for the Pupil to attend school in South Africa;
 - 1.12.4 act in such a way that the Parent or the Pupil (as applicable) become uncooperative with the School and, in the reasonable opinion of the Head of School, the Parent or the Pupil's behaviour negatively affects the Pupil's or other Pupils progress at the School, the well-being of School staff, or brings the School into disrepute; or
 - 1.12.5 the School determines, in its reasonable opinion, that any unjustifiable act or omission by the Parents or the Pupil has caused or could reasonably cause reputational harm to the School;
- 1.13 **"Parent"** means a parent or legal guardian of a Pupil, who has signed this Contract and whose details appear **on the last page**;

- 1.14 "**Parties**" means the Parent/s and the School;
- 1.15 "**Payer**" means the person or entity, other than the Parent, nominated by the Parent to be responsible for paying some or all of the fees;
- 1.16 "**Policies**" means the rules and principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School. The Policies, Practices and Procedures booklet for each school is available on the PEPPS Website (www.pepps.co.za)
- 1.17 "**POPI Act**" means the Protection of Personal Information Act, No.4 of 2013;
- 1.18 "**School**" means PEPPS Schools;
- 1.19 "**School Fees**" means the amount of money payable by the Parent/s to the School in connection with a Pupil's education, excluding any Enrolment Fee
- 1.20 "**School Rules**" means the rules of the School, an up to date copy of which is available on the website, www.pepps.co.za. These rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.21 "**Magistrate's Court Act**" means the Magistrates' Courts Act, No. 32 of 1944;
- 1.22 "**Term**" means the period of the academic year during which the School holds classes and co-curricular activities, as notified to Parents from time to time;
- 1.23 "**Third Party**" means the person or entity, other than the Parent, nominated by the Parent to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent from liability for those said fees.

2. ACKNOWLEDGMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE SCHOOL

- 2.1 The Parents acknowledge and accept that the School is acting as experts in education and that the School has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology. By enrolling the Pupil in the School, the Parents bind and commit themselves and the Pupil to uphold and respect the values, educational methods, ethos, traditions, philosophy, history and mission of the School, as articulated in the School's mission statement, policy documents, rules and/or codes of conduct from time to time.
- 2.2 If at any time the Parents are of the view that the values, educational methods, mission, ethos and objectives of the School are incompatible with those of the Parents or the Pupil, the Parents undertake to withdraw the Pupil from the School subject to the terms and conditions of this Contract and the best interests of the Pupil.
- 2.3 The Parents undertake that they will, and procure that the Pupil will, respectfully adhere to and/or participate in all School activities that may include any and all practices established by the School as a means of giving expression to its values, ethos and mission. If the Parents and/or the Pupil conduct themselves in a manner inconsistent with, or that fails to uphold, such values, ethos and mission, the School shall be entitled to terminate this Contract.

The Parties undertake in favour of one another to display and exercise good faith to each other in giving effect to the terms of this Contract and to use their respective reasonable endeavours to do all such things (and procure the doing of all such things) as may reasonably be required to give effect to the

terms and intended purpose of this Contract and to uphold the rights and enforce the obligations of any Party under this Contract.

3. GENERAL OBLIGATIONS OF THE SCHOOL

- 3.1 **The admission and enrolment of Pupils to the School is at the sole discretion of the School who may not grant the Pupil admission to the School and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the School may impose. The School may, after following due process, cancel enrolment in accordance with the Rules.**
- 3.2 For the sake of clarity, this Contract regulates the enrolment and admission of the Pupil to the School and also regulates the relationship between the School, the Pupil, the Parents and/or a Third Party once the Pupil is admitted and enrolled with the School.
- 3.3 While the Pupil remains a pupil of the School, the School undertakes to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when the Pupil is permitted to be on School premises or is participating in activities organised by the School.
- 3.4 Unless the Parents write to the School in advance with the specific purpose to withhold their consent, the Parents consent to the Pupil:
- 3.4.1 taking part in supervised School activities. These activities may include contact sports and sports or activities with some risk of physical injury;
- 3.4.2 travelling to supervised School activities that take place outside of School premises.
- 3.5 The School will take reasonable care to avoid loss, damage, injury or death to the Pupil. The School will not be responsible for any loss, theft, damage, harm, injury or death that results from the Pupil taking part in any School activities.
- 3.6 The School shall monitor the Pupil's progress at the School and produce regular written reports. The School will advise the Parents if the School has any concern about the Pupil's progress, but the School does not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by the Parents or by the School at the Parents' expense.
- 3.7 The Parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit its ability to provide high-quality education to Pupils with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural, psychological or emotional barriers or any other medically assessed special need). **To the extent that, in the reasonable opinion of the School, in their capacity as professionals and experts in education and after following due process, the School cannot, or can no longer, provide adequately for the Pupil's special educational needs, the School may not offer enrolment with the School or may cancel this Contract in terms of clause 11.3.**

4. DISCLAIMERS AND INDEMNITY

- 4.1 **The Parent indemnifies and holds harmless the School, the Board, the Head of School and the employees as well as their authorised agents and/or representatives against actions, proceedings, claims, demands, liabilities, losses and reasonable costs and expenses whatsoever in respect of, or in connection with damage or loss to property, real or personal, and injury to persons, including injury resulting in death, arising out of or as a consequence of the Pupil's enrolment at the School, save that the School shall be liable and liability will not be excluded under this clause 0 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the School, the Board, the Head of School and the employees as well as their authorised agents and/or representatives.**

4.2 Unless you expressly notify us in writing to the contrary, you consent to the Pupil/s participating, under proper supervision, both in and outside the School, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well as to the Pupil travelling to and participating in School activities and programmes outside the School. **Subject to the School taking reasonable care to avoid harm and save for any gross negligence on the part of the School, its employees or agents, the School is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the School against any claims in that regard.**

5. PARENT'S GENERAL OBLIGATIONS

5.1 **The Parents will inform the School in writing, prior to admission and enrolment, of any special educational needs of the Pupil known to you, of the kind referred to in clause 3.7.**

5.2 **In order to fulfil the School's obligations, the School needs the Parents' co-operation. Without detracting from any specific obligations contained in this Contract, the Parents are required to: fulfil the Parents' own obligations under these terms and conditions; encourage the Pupil in his or her studies, and give appropriate support at home; keep the School informed of matters which affect the Pupil; maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where the Pupil's interests require the Parents to do so.**

5.3 **The Head of School may, if it is justifiable to do so and after following due process, require the Parents to remove or may suspend or exclude the Pupil if the Parents' behaviour is in the reasonable opinion of the Head of School so unreasonable as to affect or likely affect the progress of the Pupil or another Pupil (or other Pupils) at the School or the well-being of the School staff or to bring the School into disrepute.**

5.4 **The Head of School may, if it is justifiable to do so, require the Parents to remove or may suspend or exclude the Pupil from the School, if he/she considers that the Pupil's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Head of School the Pupil's removal is in the School's best interests or those of the Pupil, other Pupils or the wider School community. In this case, the Parents will be asked to remove the Pupil at a specified date that may be shorter than the two months notice period.**

5.5 **When the Head of School contemplates the possibility of removal or exclusion of a Pupil under clauses 5.3 or 5.4, it should follow a fair process (which may include a hearing) to solicit representations on the Pupil's best interests and right to a basic education.**

5.6 **The School rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not a closed list and a Pupil may be excluded or suspended for offences which are not included in these examples. In particular, the Head of School may, subject to applicable law, decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour by the Pupil, or the circumstances of the case otherwise justify such action.**

6. POLICIES OF THE SCHOOL

6.1 **The Parents acknowledge and declare that they have read and understood the Policies and agree to abide by the provisions of the Policies. The School undertakes to make copies of all Policies available on the School's website.**

6.2 **The Parents acknowledge that they are responsible for the Pupil, whether on the property of the School or not, after the notified finishing times of any school activity/event/function and that they will ensure that the Pupil obeys all school rules and policies where they apply to the Pupil.**

7. ACCEPTANCE AND ENROLMENT FEE

- 7.1 An offer of a place for a Pupil at the School is accepted by the Parents by signing this Contract and paying the Enrolment Fee and school fees in advance as stated on the Acceptance Letter.
- 7.2 If, subsequent to entering into this Contract, the Pupil does not take up a place at the School (save for by reason of death or long term hospitalisation) the Enrolment Fee and school fees paid in advance will not be refunded to the Parents. These will be kept by the School as a reasonable cancellation fee for the Pupil's withdrawal,

8. PAYMENT OF FEES

- 8.1 **The Parents, jointly and severally, have absolute responsibility for the payment of any Fees applicable to the Pupil attending the School.** The Parents also acknowledge that the Fees are payable in advance. The School will be entitled to recover from the Parents default administration costs and collection costs, including legal costs on the attorney and client scale and collection commission to the extent permitted by law.
- 8.2 The Parents and/or the Third Party accept the Additional Goods/Services. The Parents and/or the Third Party expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with clause 8.1. The Parents and/or the Third Party acknowledges that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that the Parents would have expressly accepted such Additional Goods/Services.
- 8.3 The Parents confirm that a statement signed by the Business Manager or Head of School showing the amount owing by the Parents or the Third Party to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School's claim is thereafter disputed by the Parents or the Third Party, the Parents or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.
- 8.4 In the event of the Third Party taking responsibility for the payment of the Fees, the Parents by the Parents' signature hereto, hereby bind themselves jointly and severally in the Parents' personal capacity as surety and co-principal debtor with the Third Party for payment to the School of any amounts which are owing and may at any time become owing to the School by the Third Party.
- 8.5 The Parents also acknowledge that if any instalment on account of a Fee which is payable is not paid on the due date, the whole balance of the Fee outstanding will immediately become due and payable by you. No indulgence or grant of time by the School will constitute a waiver of its rights under this Contract or otherwise.
- 8.6 The Parents are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay School Fees annually or monthly, the total costs of which will be set out in a fee schedule and communicated to the Parents on enrolment and in advance of any increase in School Fees.
- 8.7 The Parents agree that Fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.
- 8.8 The School Fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. The School will endeavour to give the Parents at least two calendar months' notice of any increase in the fees due for a particular year. The Parents have a right to cancel this Contract without penalty should the School Fees increase to an amount which the Parents no longer wish to pay, provided that the Parents give the School written notice of that intention within 7 (seven)

days of the School's notification of an increase, failing which the cancellation provisions of clause 11.2 will apply, and the Parents will be required to provide two months' notice or pay two months' fees in lieu of notice.

9. PROTECTION OF PERSONAL INFORMATION

- 9.1 By entering into this Contract, and unless the Parents at any time instruct the School expressly and in writing to the contrary, the Parents' consent is given for the School to:
- 9.1.1 collect, store and process names, contact details, photos, videos and information relating to the Pupil, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current Pupils as well as providing references and communicating with the body of former Pupils; and
- 9.1.2 supply information and a reference in respect of the Pupil to any educational institution which the Parents propose the Pupil may attend. The School will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss the Parents or the Pupil is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School.
- 9.1.3 Positive results, excellent samples of work, photos and videos of pupils may be used in the marketing material of the school.

10. PUPIL INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE SCHOOL

The School acknowledges that the Pupil may, during their time at the School, create, invent or develop Pupil Intellectual Property. Any rights to the Pupil Intellectual Property are not transferred to the School and shall remain the property of the Pupil. To the extent that any Pupil Intellectual Property is included in the circumstances contemplated in this Contract, the Parents, on behalf of the Pupil, hereby grant the School a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free, transferable right and licence to use and reproduce the Pupil Intellectual Property to the extent reasonably necessary to give effect to the objectives contemplated in this Contract.

11. TERMINATION AND NOTICE REQUIREMENTS

- 11.1 For the avoidance of doubt, this Contract will terminate when the Pupil completes the School's curriculum and any exit examination the School offer at the end of the Pupil's schooling unless otherwise terminated on the terms of this Contract. This Contract, therefore, has an indefinite term.
- 11.2 **The Parents have the right to cancel this Contract at any time, for any reason, provided that you give the School two months' notice, in writing, of this intention before the withdrawal of the Pupil from the School. Alternatively, two months' fees (including additional fees pro-rated for the period) is payable to the School in lieu of notice, and as a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy.**
- 11.3 **The School also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parents two months' notice, in writing, of its decision to terminate this Contract.** At the end of the period in question, the Parents will be required to withdraw the Pupil from the School, and the School will refund to the Parents the amount of any fees pre-paid after the notice period less anything owing to the School by you.

11.4 **The School may cancel this Contract immediately if the Parents are in Material Breach of any of the Parents' obligations and have not (in the case of a breach which is capable of remedy) remedied the Material Breach within 20 (twenty) business days of a notice from the School requiring the Parents to remedy the breach. The School may, in addition, claim payment of all moneys then owing and damages equal to two months' Fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy, but crediting the amount of any pre-paid fees and refunding to the Parents any excess above such damages.**

12. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND PUPILS THAT IMPLICATES OR CONCERNS THE SCHOOL

12.1 The Parents undertake that they shall not, and will procure that the Pupil shall not:

12.1.1 engage in any media, online communication activities or any other communications in the public domain that, if linked to the School:

12.1.1.1 could have an adverse impact on its reputation or public image, or involve it in a public controversy; or

12.1.1.2 are in breach of the School's Policies, ethics, mission and values;

12.1.2 disclose the personal details of the School's employees, other Parents and/or Pupils;

12.1.3 disclose any confidential information relating to the School;

12.1.4 raise, allude to, or publicise any disputes or grievances pertaining to the School or any of its employees, other Parents or Pupils on social media, the internet, blog posts and/or any other media without first having raised such dispute or grievance, and without first having endeavoured to resolve it, in good faith.

12.2 **Failure to adhere to this clause 12.1 shall constitute a material breach of the Agreement.**

13. GENERAL

13.1 The Parents choose the residential address set out in **the application** as their chosen legal address for the service of all notices and legal processes and the email addresses for all other communications by the School to you.

13.2 The Parents confirm that all the particulars that the Parents may furnish or that the Parents have furnished to the School on this Contract or otherwise from time to time are or will be, to the best of their knowledge and belief, full, true and accurate.

13.3 The Parents undertake to advise the School in writing of any changes to the details included in this Contract.

14. JURISDICTION AND GOVERNING LAW

This Contract is governed by and shall be construed in accordance with the laws of South Africa. The Parents agree that the School, at its sole discretion, shall be entitled to institute any legal proceedings for the recovery of money owed by the Parents as a liquidated debt or debts to the School in any Magistrate's Court having jurisdiction in terms of sections 45 and 28 of the Magistrates' Courts Act.

15. VARIATIONS

The School reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give the Parents at least a term's notice of any such modifications.

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of the School.

PARENT / LEGAL GUARDIAN 1:

FULL NAME

SIGNATURE

RELATIONSHIP TO CHILD/REN

DATE

PARENT / LEGAL GUARDIAN 2:

FULL NAME

SIGNATURE

RELATIONSHIP TO CHILD/REN

DATE

NAMES OF CHILD/REN AT PEPPS:

1. _____

2. _____

3. _____

4. _____

Which PEPPS Campus? _____

CONTRACT DELIVERED TO PEPPS BY:

FULL NAME

SIGNATURE

RELATIONSHIP TO CHILD/REN

DATE

RECEIVED AT PEPPS BY:

FULL NAME

SIGNATURE

DESIGNATION AT PEPPS

DATE

Contract of Enrolment Summary

Nothing in this Contract is intended to or must be understood to restrict, limit or avoid any rights or obligations created for the School or the Parent/s in terms of the South African Constitution and the Laws of South Africa including, but not limited to, the Schools Act, Consumer Protection Act and the POPI Act.

The admission and enrolment of Pupils to the School is at the sole discretion of the School.

While the Pupil remains a pupil of the School, the School undertakes to exercise reasonable skill and care in respect of their education and welfare. The Parent indemnifies the School from any claims where reasonable care and diligence has been shown to avoid or mitigate any harm.

Parents are expected to be supportive of the school as the school tries to set each pupil up for educational success.

The Parents, jointly and severally, have absolute responsibility for the payment of any Fees applicable to the Pupil attending the School. The Parents also acknowledge that the Fees are payable in advance on the first of each month from January through to November. PEPPS endeavours to simplify our fee structure by minimising Additional fees for goods and services charged to fee accounts.

The Parents have the right to cancel this Contract at any time, for any reason, provided the School is given two months' notice, in writing, of this intention before the withdrawal of the Pupil from the School.

The School also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parents two months' notice, in writing, of its decision to terminate this Contract. The School may cancel this Contract immediately if the Parents are in Material Breach of any of the Parents' obligations. Non-payment of fees, according to the published schedule, constitutes a material breach of the Enrolment Contract. Social media slander of the School by parents or pupils constitutes a material breach of the Enrolment Contract.

The Policies, Procedures and Practices (PPP) for each School are on the website. The expectations are in place to protect educational integrity for all pupils. They are not unreasonable and are clearly outlined. Failure to adhere to the rules can result in the cancellation of this Contract in line with the possible consequences outlined in the PPP document.